

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

LORNA WASHINGTON

*

Plaintiff

*

v.

*

Civil Action No.: 1:07-cv-169

WASHINGTON MUTUAL

*

Defendant

*

* * * * *

ANSWER TO PLAINTIFF'S COMPLAINT

Defendant, Washington Mutual Bank ("Washington Mutual"), by its attorneys and pursuant to the Federal Rules of Civil Procedure, hereby answers the Complaint filed against it by Plaintiff Lorna Washington ("Plaintiff") and states as follows:

Washington Mutual admits that Plaintiff provided Washington Mutual with an unsigned incident investigation report alleging that Plaintiff was the victim of identity theft, and that Plaintiff requested an original credit card account application, signed and dated, with Plaintiff's signature. In response, Washington Mutual requested further information from Plaintiff concerning her contention that the account did not belong to her. Plaintiff failed to provide the requested information. Washington Mutual admits that it has furnished Plaintiff's credit card account information to Transunion. Washington Mutual denies that it has violated the Fair Credit Reporting Act, Fair Debt Collection Practices Act, or Equal Credit Opportunity Act and further denies that Plaintiff has suffered harm.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiff's Complaint fails to state a cause of action upon which any relief may be granted.

Second Affirmative Defense

Plaintiff's claims are barred in whole or in part by laches.

Third Affirmative Defense

Washington Mutual did not commit any malicious, intentional, willful, reckless, wanton or negligent acts.

Fourth Affirmative Defense

Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

Fifth Affirmative Defense

Plaintiff's claims are barred because she has suffered no damage caused by any act or omission of Washington Mutual.

Sixth Affirmative Defense

Washington Mutual is immune, in whole or in part, from Plaintiff's claims.

Seventh Affirmative Defense

Plaintiff failed to satisfy conditions precedent to her claims.

Eighth Affirmative Defense

To the extent Plaintiff suffered damages, none being admitted, Plaintiff failed to mitigate her damages.

Ninth Affirmative Defense

To the extent Plaintiff suffered damages, none being admitted, they were caused by third persons over which Washington Mutual exercised no control.

Tenth Affirmative Defense

Plaintiff's claims are barred by estoppel.

Eleventh Affirmative Defense

Plaintiff's claims are barred by waiver.

Twelfth Affirmative Defense

To the extent Plaintiff suffered damages, none being admitted, they were caused by Plaintiff's own contributory negligence.

Thirteenth Affirmative Defense

To the extent that any violation of the Fair Debt Collection Practices Act occurred, which Defendant expressly denies, said violation was not intentional and resulted from a bona fide error notwithstanding the maintenance by Defendant of procedures reasonably adapted to avoid any such error.

Fourteenth Affirmative Defense

Defendants have, at all material times with respect to Plaintiff, acted in good faith and complied fully with the Fair Debt Collection Practices Act.

WHEREFORE, having fully answered Plaintiff's Complaint, Washington Mutual requests that Plaintiff's Complaint be dismissed, and that Washington Mutual be awarded its costs and attorneys fees for responding to the Complaint.

Respectfully submitted,

/s/ Robert A. Scott
Robert A. Scott (#24613)
Ballard Spahr Andrews & Ingersoll, LLP
300 E. Lombard Street
18th Floor
Baltimore, MD 21202
(410) 528-5600
scottr@ballardspahr.com

Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of January, 2007, a copy of Defendant Washington Mutual's Answer to Plaintiff's Complaint was served via first class mail, postage pre-paid to the following:

Lorna Washington
6960 Exeter Court, Apartment 105
Frederick, Maryland 21703

Pro Se Plaintiff

_____/s/
Robert A. Scott